



DEVELOPMENT SERVICES DEPARTMENT (954) 797-1111

Administration (954) 797-1101
Planning & Zoning (954) 797-1103, FAX (954) 797-1204
Building & Occupational Licensing (954) 797-1111
Code Enforcement (954) 797-1121
Engineering (954) 797-1113

TOWN OF DAVIE 6591 ORANGE DRIVE, DAVIE, FLORIDA 33314-3399 (954) 797-1030

MEMORANDUM

PZ 10-6-04

TO: Mayor and Town Council

THRU: Mark Kutney, AICP, Development Services Director

THRU: Fernando Leiva, AICP, Planning and Zoning Manager

THRU: Marcie Oppenheimer Nolan, AICP, Deputy Planning and Zoning Manager

FROM: Annie Feng, Planner II

DATE: October 12, 2004

RE: DA 6-1-04, Long Lake Ranches
Owner/Petitioner: G.L. Homes
Location: 3201 Hiatus Road/Generally located on the west side of Hiatus Road and south of SW 26 Street

REQUEST: The applicant is requesting that the above referenced item, currently scheduled for the October 20, 2004 Town Council meeting, be tabled to the meeting on November 3, 2004. This is the second tabling for this item.

This is the first tabling request by the applicant.

HISTORY: The item was tabled by the Town Council from the October 6, 2004 Town Council meeting to the October 20, 2004 Town Council meeting. This first tabling was at the request of the Town Council.

This second tabling is at the request by the applicant.

JUSTIFICATION: The deferral will allow the applicant time to meet with the adjacent property owners and address their concerns (see attached letter).

G. L. Homes
Gladys DiGirolamo
1400 University Drive
Coral Springs, FL 33071
954-753-1730

Memo

To: Town of Davie
Attn: Marcie Nolan
6591 Orange Drive
Davie, FL 33314

From: Gladys DiGirolamo

Fax: 954-797-1204

Date: October 11, 2004

Re: Long Lake Ranches - Developers' Agreement

Dear Marcie:

Please accept this letter as a written request to defer the Long Lake Ranches Developers Agreement for the Maintenance and Encroachment for certain improvements to be constructed within the Hiatus Road Right-of-Way. Said agreement was tabled at the Town Council meeting on October 6th to the October 20th meeting. We would like to re-schedule said agreement for the first Town Council Meeting in November, (November 3rd). This will allow us time to meet with adjacent property owners and satisfy any of their concerns. Thank you for your considerations in this matter.

Sincerely,



Gladys DiGirolamo, for

G.L. Homes

\\GLHOMES\Network\Users\GDigirolamo\long lake pla- 3\memo to defer maint & encroach agree 10-11-04.doc

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Mark Kutney, AICP, Development Services Director/(954) 797-1101
Prepared by Annie Feng, Planner II

SUBJECT: Resolution - Developers Agreement
DA 6-1-04, Long Lake Ranches Plat III, GL Homes, 3201 Hiatus Road/Generally located on the west side of Hiatus Road and south of SW 26 Street

AFFECTED DISTRICT: District 3

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, G.L. HOMES OF DAVIE ASSOCIATES III, LTD. AND LONG LAKE RANCHES WEST HOMEOWNERS ASSOCIATION, INC., TO CONSENT TO THE PERPETUAL ENCROACHMENT OF IMPROVEMENTS RELATED TO SODDING AND LANDSCAPING ONTO THE HIATUS ROAD RIGHT-OF-WAY; TO GRANT THE LONG LAKE RANCHES WEST HOMEOWNERS ASSOCIATION, INC. A NON-EXCLUSIVE EASEMENT ONTO THE HIATUS ROAD RIGHT-OF-WAY FOR MAINTAINING THE IMPROVEMENTS; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: As a part of the site plan of Long Lake Ranches Parcel III, the developer will be installing landscape materials and related improvements as perimeter buffers along the west side of Hiatus Road. These improvements, referred to as the "G-1/F-1" improvements in the Agreement, include landscape berms consisting of sod, trees, bushes, hedges, plantings, tree wells, and retaining walls. Some portions of the improvements will encroach into the road right-of-way for Hiatus Road. The encroachments range from eight (8) feet to 14 feet. By way of history, in the past, Town Council has only approved sign encroachments within road right-of-way when the ultimate right-of-way width exceeded the existing width of pavement and the existing road will have not been widened.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: None

RECOMMENDATION: Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

Attachments: Resolution, and Regional Road Concurrency Agreement, Site Plan

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, G.L. HOMES OF DAVIE ASSOCIATES III, LTD. AND LONG LAKE RANCHES WEST HOMEOWNERS ASSOCIATION, INC., TO CONSENT TO THE PERPETUAL ENCROACHMENT OF IMPROVEMENTS RELATED TO SODDING AND LANDSCAPING ONTO THE HIATUS ROAD RIGHT-OF-WAY; TO GRANT THE LONG LAKE RANCHES WEST HOMEOWNERS ASSOCIATION, INC. A NON-EXCLUSIVE EASEMENT ONTO THE HIATUS ROAD RIGHT-OF-WAY FOR MAINTAINING THE IMPROVEMENTS; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, G.L. Homes of Davie Associates IV, LTD. will be installing landscape materials and related improvements as perimeter buffers along the west side of Hiatus Road as a part of site plan approved for Long Lake Ranches; and

WHEREAS, these improvements, referred to as the "G-1/F-1" improvements in the Agreement, consist of landscape berms with sod, trees, bushes, hedges, plantings, tree wells, and retaining walls; and

WHEREAS, some portions of the improvements will encroach into the road right-of-way for Hiatus Road, ranging from eight (8) to 14 feet.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A", between G.L. Homes of Davie Associates IV, LTD., the Town of Davie, and Long Lake Ranches West Homeowners Association, Inc., whereby the Town consents to the perpetual encroachment of improvements related to sodding and landscaping onto the Hiatus Road right-of-way.

SECTION 2. The encroachments, as a part of the "G-2/F-2" improvements, range from eight (8) to 14 feet in width.

SECTION 3. The Town will grant the Long Lake Ranches West Homeowners Association, Inc. a non-exclusive easement onto the Hiatus Road right-of-way for maintenance of the improvements.

SECTION 4. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 5. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2004.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2004.

Return to: (enclose self-addressed stamped envelope)

Name: Mark F. Grant, Esq.

Address:
P.O. Box 1900
Fort Lauderdale, Florida 33302

This Instrument Prepared by:
Mark F. Grant, Esq.
Ruden, McClosky, Smith
Schuster & Russell, P.A.
200 East Broward Boulevard
15th Floor
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

MAINTENANCE AND ENCROACHMENT AGREEMENT

THIS MAINTENANCE AND ENCROACHMENT AGREEMENT (the "Agreement") is executed as of the _____ day of _____, 2004, by and among the TOWN OF DAVIE, a municipal corporation organized under the laws of the State of Florida (the "Town"), whose address is 6591 Orange Drive, Florida 33314, G.L. HOMES OF DAVIE ASSOCIATES III, LTD., a Florida limited partnership (the "Developer"), whose address is 1401 University Drive, Suite 200, Coral Springs, Florida 33071, and LONG LAKE RANCHES WEST HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association"), whose address is 1401 University Drive, Suite 200, Coral Springs, Florida 33071. The Town and the Association are sometimes referred to herein individually as a "Party" and collectively, as the "Parties".

WITNESSETH:

WHEREAS, Developer is the developer of that certain residential development in the Town commonly known as "Long Lake Ranches West" (the "Community"); and

WHEREAS, the Association is responsible for the operation and maintenance of the common areas and facilities of the Community; and

WHEREAS, the Town, the Developer and the Association seek to enter into this Agreement to set forth their respective rights, duties and obligations with regard to the installation, care and maintenance of certain landscaping and improvements located within, adjacent to and in the vicinity of the Community.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by this reference.
2. Developer will be installing certain sodding, landscaping and related improvements within Parcel G-1 and Parcel F-1 (collectively, the "G-1/F-1 Improvements") of Long Lake Ranches Plat Three, according to the Plat thereof, recorded in Plat Book _____, at Page _____ of the Public Records of Broward County, Florida (the "Plat"). The G-1/F-1 Improvements may include, without limitation, sod, trees, bushes, hedges, plantings, tree wells, retaining walls, and asphalt pedestrian path interconnects. The Parties acknowledge that portions of the G-1/F-1 Improvements will encroach into the right-of-way for Hiatus Road (the "Hiatus Road R/W") adjacent to Parcel G-1 and Parcel F-1. The Town hereby: (a) consents to the perpetual encroachment of the G-1/F-1 Improvements into the Hiatus Road R/W; and (b) grants in favor of the Association a perpetual, non-exclusive easement in, on, over and under the Hiatus Road R/W for such encroachment of the G-1/F-1 Improvements and for the maintenance, repair and replacement of the G-1/F-1 Improvements. The Association shall be responsible to maintain, repair and replace, at its sole cost and

expense, the G-1/F-1 Improvements (except for the asphalt pedestrian path interconnects which the Town shall be responsible to maintain at its cost and expense), together with all sod located within that portion of the Hiatus Road R/W immediately adjacent to Parcel G-1 and Parcel F-1.

3. Developer will be installing certain sodding, landscaping and improvements within Parcel G-2 and Parcel F-2 (collectively, the "G-2/F-2 Improvements") of the Plat. Such G-2/F-2 Improvements may include, without limitation, sod, a bridal path, and a meandering asphalt pedestrian and bike path. The Town shall maintain, repair and replace, at its sole cost and expense, the G-2/F-2 Improvements, together with: (a) all sod located between the water's edge on the east side of the Central Broward Water Control District N-18 Canal and the west boundary of Parcel G-2 and Parcel F-2; and (b) the asphalt pedestrian path interconnects installed on Parcel G-1, Parcel F-1 and within the Hiatus Road right-of-way adjacent to the Community. If the Town fails to perform its maintenance obligations under this paragraph within ten (10) days after written notice from Association of such failure, then the Association shall have the right, but not the obligation, to perform the same at the cost and expense of the Town.

4. The Association shall, at its sole cost and expense, maintain, repair and replace the sod, landscaping and irrigation facilities, if any, installed by Developer within that portion of the Hiatus Road median immediately adjacent to the Community (the "Hiatus Road Median"). The Town hereby grants to and in favor of the Association a perpetual non-exclusive easement in, on, over and under the Hiatus Road Median for the purposes of maintaining, repairing and replacing the sod and/or landscaping located within the Hiatus Road Median, whether such sod and/or landscaping is now or hereafter existing.

5. The Association shall indemnify, defend and save the Developer and Town (together with their respective partners, officers, directors, and employees) harmless from and against any and all claims, damages, personal injuries and/or deaths, liabilities, liens, costs and expenses (including, but not limited to, attorneys' fees and costs at all trial and appellate level proceedings) arising out of, caused by or in any way resulting from the Association's performance under and/or failure to perform in accordance with this Agreement.

6. The Town shall indemnify, defend and save Developer and the Association (together with their respective partners, officers, directors, and employees) harmless from and against any and all claims, damages, personal injuries and/or deaths, liabilities, liens, costs and expenses (including, but not limited to, attorneys' fees and costs at all trial and appellate level proceedings) arising out of, caused by or in any way resulting from the Town's performance under and/or failure to perform in accordance with this Agreement.

7. This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be recorded amongst the public records of Broward County, Florida. The provisions of this Agreement may be enforced by all appropriate actions at law and in equity with the prevailing party in any such action being entitled to reimbursement from the non-prevailing party of all reasonable attorneys' fees and costs (at all trial and appellate level proceedings). This Agreement shall be governed by and enforced and construed under the laws of the State of Florida. Venue for all actions shall be in Broward County, Florida. This Agreement shall be binding upon the parties hereto, and shall inure to and be binding upon their respective successors and/or assigns. This Agreement may not be amended, modified or terminated except by a recorded instrument signed by the party against whom enforcement is sought. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and all prior agreements and/or understandings, whether oral or written, are merged herein. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one (1) and the same Agreement. No provision contained in this Agreement shall be construed to be a waiver by the Town of sovereign immunity pursuant to Florida law, nor shall any provision contained in this Agreement be construed to grant any rights to any person not a party to or expressly identified herein. In the event any provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or re-construed as such authority determines, and the remainder of this Agreement shall be and remain in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Town, Developer and Association have executed this Agreement the day and year first above written.

THE TOWN:

WITNESSES:

TOWN OF DAVIE, a municipal corporation organized under the laws of the State of Florida

Signature

Print Name

Signature

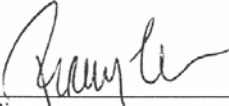
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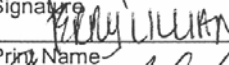
By: _____
Name: _____
Title: _____

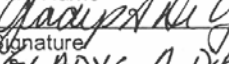
THE DEVELOPER:

G.L. HOMES OF DAVIE ASSOCIATES III, LTD., a Florida limited partnership

By: G.L. HOMES OF DAVIE III CORPORATION, a Florida corporation, its general partner

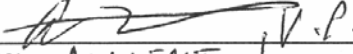


Signature


Print Name



Signature
GLADYS A. DIGIROLAMO

Print Name

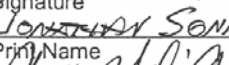
By: 
Name: ALAN FANT
Title: VICE PRESIDENT

THE ASSOCIATION:

LONG LAKE RANCHES WEST HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

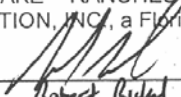


Signature
JONATHAN SONNENBERG

Print Name


Signature
GLADYS A. DIGIROLAMO

Print Name

By: 
Name: Robert Riedel
Title: President

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by _____, the _____ of the TOWN OF DAVIE, a municipal corporation organized under the laws of the State of Florida, freely and voluntarily under authority duly vested in him/her by said municipal corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2004.

Notary Public

Typed, printed or stamped name of Notary

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Alan Vint, the Vice President of G.L. HOMES OF DAVIE III CORPORATION, a Florida corporation, the general partner of G.L. HOMES OF DAVIE ASSOCIATES III, LTD., a Florida limited partnership, freely and voluntarily under authority duly vested in him/her by said corporation. He/she is personally known to me or who has produced _____ as identification.

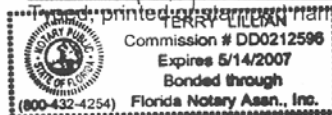
WITNESS my hand and official seal in the County and State last aforesaid this 10 day of June, 2004.

Notary Public

Typed, printed or stamped name of Notary

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)



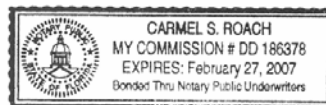
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Robert Rickel, the PRESIDENT of LONG LAKE RANCHES WEST HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, freely and voluntarily under authority duly vested in him/her by said corporation. He/she is personally known to me or who has produced _____ as identification.

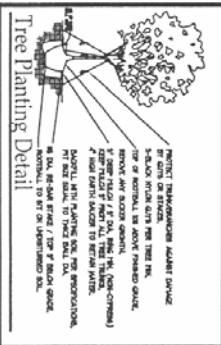
WITNESS my hand and official seal in the County and State last aforesaid this 10 day of June, 2004.

Notary Public

Typed, printed or stamped name of Notary

My Commission Expires:



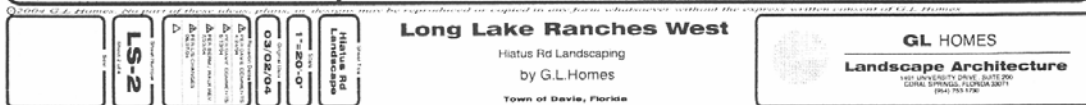
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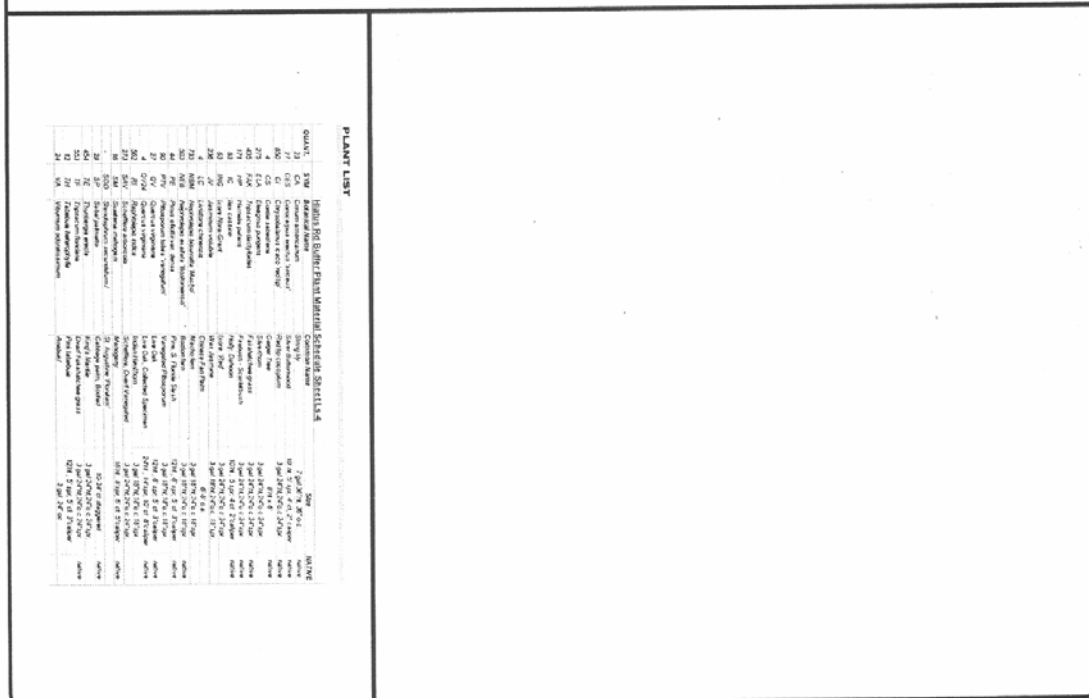
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






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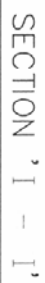
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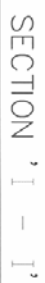
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36	7:00	Complaint about	Complaint about		
37	7:30	Complaint about	Complaint about		
38	8:00	Complaint about	Complaint about		
39	8:30	Complaint about	Complaint about		
40	9:00	Complaint about	Complaint about		
41	9:30	Complaint about	Complaint about		
42	10:00	Complaint about	Complaint about		
43	10:30	Complaint about	Complaint about		
44	11:00	Complaint about	Complaint about		
45	11:30	Complaint about	Complaint about		
46	12:00	Complaint about	Complaint about		
47	12:30	Complaint about	Complaint about		
48	1:00	Complaint about	Complaint about		
49	1:30	Complaint about	Complaint about		
50	2:00	Complaint about	Complaint about		
51	2:30	Complaint about	Complaint about		
52	3:00	Complaint about	Complaint about		
53	3:30	Complaint about	Complaint about		
54	4:00	Complaint about	Complaint about		
55	4:30	Complaint about	Complaint about		
56	5:00	Complaint about	Complaint about		
57	5:30	Complaint about	Complaint about		
58	6:00	Complaint about	Complaint about		
59	6:30	Complaint about	Complaint about		
60	7:00	Complaint about	Complaint about		
61	7:30	Complaint about	Complaint about		
62	8:00	Complaint about	Complaint about		
63	8:30	Complaint about	Complaint about		
64	9:00				



N.T.S.

WEST
R/W LINE



NTS.

WEST
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